

THE COURTYARDS ON RIVERSIDE
OWNERS ASSOCIATION

Community Policies and Guidelines
Revised 06/01/2023

Dated: June 01, 2023

RECEIPT
[Dated: June 01, 2023]

The undersigned acknowledges the receipt from Epcon Riverside, LLC of the Community Policies and Guidelines.

THE COURTYARDS ON RIVERSIDE

this _____ day of _____, 202__.

_____

_____

Signature(s) of Prospective Purchaser(s) or Current Owner

*Signing this receipt does not obligate you in any way but is merely evidence that we have provided you a copy of the Community Policies and Guidelines.

Please return a copy of this acknowledgment receipt to Towne Properties via email at **mariatamaccio@townepropertiesc.com or lexiscott@townepropertiesc.com** or via mail to The Courtyards on Riverside HOA c/o Towne Properties, 777A Dearborn Park Lane, Worthington, OH 43085.

COMMUNITY POLICIES AND GUIDELINES

The Courtyards on Riverside

[Dated: June 01, 2023]

These Community Policies and Guidelines have been set forth to expand upon and detail the information found in the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens and Bylaws ("Declaration") under which The Courtyards on Riverside Owners Association, Inc. ("Association") operates.

I. Personal Property

A. Except as provided in Section IX below, all personal property must be kept inside the garage.

B. Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Courtyards on Riverside Owners Association Board of Trustees ("Board").

II. Decorative Items

A. Holiday Decorations

- Christmas lights and decorations are permitted to be placed on building exteriors provided the decorations do not damage the building, gutters, siding, or exterior doors. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7th of the following year. Decorations for other commonly recognized holidays are permitted under the same guidelines and may not be displayed more than four weeks before, or one week after, the holiday. Flashing lights and music are not permitted.

B. The American Flag and Team Sports Flag

- The American Flag may be flown or displayed at any time following normal flag protocol and in accordance with the Declaration.

- A Sports Team Flag may be flown or displayed ONLY on game day.

C. Wreaths

- Decorative wreaths may be hung on the front door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on walls and on the outside of patio fences.

D. Prohibited Items

Until such time as the Board establishes alternative guidelines for decorative items, display of the following is prohibited outside the courtyard patio area:

- Bird feeders or bird baths (tree-hanging or freestanding);
- Garden hose containers;
- Stepping stones;
- Wall plaques; and
- Windsocks, wind chimes, and decorative flags.

III. Flowers/Landscape Plants

A. Flowers

i. Inside courtyard patio fence: Annual and perennial flowers may be planted in existing mulched areas inside the courtyard patio. Only annuals and perennials that will not exceed the height of the courtyard patio fence shall be permitted.

ii. Outside courtyard patio fence: Only annual flowers may be planted in existing mulched areas outside the courtyard. Maintenance of the annual flowers planted by an owner or resident is the responsibility of said owner. Dead annuals are to be removed at the end of the season by the owner. Annuals planted by an owner or resident that are not maintained by said owner or resident during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the owner. No flower bulbs of any kind will be permitted outside of the courtyard fence. Flowers are not permitted around any tree on the lot or in the common area. Any perennials used outside of the courtyard must receive prior written approval before being installed; the required forms are available on the community portal or by contacting the property management company.

iii. Flower Pots: Annuals and perennials may be planted in a maximum of six (6) flower pots on the concrete pad in front of each home's front door on the front porch area. Flower pots and hanging plants are permitted inside the courtyard patio area. No hanging baskets are permitted outside of the

courtyard fence.

B. Landscape Plants

Any planting of new shrubs outside the courtyard patio area must receive advance written approval. Approval request forms are available from the property manager.

i. Additional landscape plants which may be considered will be of a species already in use in the Community and which, at maturity, will be compatible with the existing plant material. Any other species used must obtain written approval prior to being planted or installed.

ii. Plants must not exceed the height of the fence, must be planted 12" from the foundation, and plantings and/or other improvements cannot alter or interfere with drainage.

iii. Any new planting beds will be limited in size by the Board.

iv. New beds must be mulched with hardwood that matches the existing mulch in the Community.

v. The Association will provide future mulching, pruning, and fertilization to new approved plants. However, should any one of the plants die, the owner is responsible for replacement.

C. Landscape Lights

i. Landscape lighting outside the courtyard patio area must receive prior written approval from the Board.

IV. Other Items

The following items are strictly prohibited in the home's lawn area or any common area of the Community:

i. any type of yard sign
ii. statue, statuette
iii. yard or lawn ornament
iv. artificial flowers
v. ornamental rocks or stones
vi. cypress mulch
vii. swing sets
viii. mounted hose reels
ix. laundry poles or clotheslines or other such items. Laundry may not be hung over any courtyard patio fence (swim suits, towels, rugs, etc., included)

V. Exterior Alterations

A. Windows and Window Coverings

a. All window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, light beige, or light gray on the exterior side.

B. Signs

a. Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. No real estate signs are permitted in the home's lawn area or in a common area. Security system signs are only permitted in the mulch beds.

VI. Animals

A. No more than two (2) household domestic pets may be kept in any one home. The pets shall not be bred or maintained for commercial purposes and shall be limited to dogs and cats. If an owner has more than two (2) pets when he or she moves into the Community and such pets comply with the requirements of the Declaration, up to three (3) pets may be kept by the owners. When the first of the three pets dies, the owner may not replace the deceased pet and thus the owner will thereafter only be permitted to have two (2) pets.

B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall immediately clean all pet litter and dispose of it in their private trash toters, not those located at the clubhouse.

C. No pet shall be tethered outside in the lawn or common area or tied to any courtyard patio fence.

D. Pet owners may be fined for violation of these policies at a rate determined by the Board. If pets become a nuisance, they may be ejected at the discretion of the Board.

VII. Front Porch Area

A. Flower Pots: Annuals and perennials may be planted in a maximum of six (6) flower pots on the concrete pad in front of each home's front door on the front porch area.

B. Outdoor furniture constructed and sold for outdoor use are permitted on the front porch, but the furniture must be proportionate to the size of the front porch.

VIII. Courtyard Patio Area

A. The following rules, regulations, and restrictions shall apply to the home's enclosed courtyard patio area. All improvements herein that require the Board's approval must be obtained in writing using the form provided by the property manager.

B. Personal property located within the courtyard patio shall not be visible above the fence

with the exception of patio furniture constructed and sold for outdoor use, freestanding patio umbrellas and awnings, and grills. Well-maintained personal property designed for use on or within a patio that does not exceed the height of the fence or gate shall be permitted within the courtyard patio area.

C. Low voltage string lights intended for outdoor use only may be strung across the patio, but shall not be affixed to the exterior of the home or the neighboring home. The string lights should have clear bulbs with white lights, 15 watt or less and should not exceed two (2) sets or 50' in total length. The string lights are only permitted to be used while the courtyard and/or patio are occupied by the owner and/or their guests.

D. Black only railing planters may be hung on the black aluminum gate or fences; these are not permitted on the vinyl privacy fences. The planters may have annuals or perennials and should be maintained by said owner or resident during the growing season. Planters should be removed and stored inside garage outside of growing season.

E. Nothing shall be affixed to, alter, or otherwise damage the fence, gate, or the neighboring home which encloses the owner's courtyard patio area. An owner shall not affix anything to, alter, or otherwise damage the exterior of their home, including, but not limited to, installing a permanent awning without prior approval. Please reference the retractable awning policy form located at the rear of the guidelines.

F. Grading shall not be altered within or outside the courtyard patio area so as to impact (i) the stormwater drainage within or outside the courtyard patio area or (ii) the utilities provided to any home or amenity within the Community.

G. All music, video, and other activities that produce noise or sound within or around the courtyard patio area shall be kept at a reasonable volume so as not to unreasonably disturb other residents within the Community. The time and day of the activity shall be a factor when determining reasonableness.

H. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws. This includes only burning clean and seasoned wood or use of propane or natural gas. Permanent firepits require prior approval before being installed.

I. Water features designed for outside use are permitted within the courtyard patio area; however, if the height of the water feature exceeds the height of the fence or gate, approval from the Board is required prior to installation.

J. Generators designed for emergency or temporary household use are permitted within the courtyard patio area; however, approval by the Board of the generator's model, size, exact placement, and sound-dampening enhancements are required prior to installation. Please refer to the generator guidelines.

K. Owners shall be responsible for the maintenance of all improvements, landscaping, and turf grass located within their respective courtyard patio area.

L. Trees and landscaping that exceed the height of the fence or gate are prohibited from the courtyard patio area unless approved by the Board. No plant material, or its roots, may touch or damage the home or the neighboring home adjacent to the courtyard patio area including, but not limited to, uncontrolled ivy or ground cover.

M. Natural landscape stones or boulders may be placed inside the courtyard area or the front mulched bed area only; natural stones or boulders should not exceed a total of three (3) in each area and be no taller than 12 inches high.

N. Retractable awnings and retractable sunshades may be permitted for use in the courtyard area only in accordance with the Awnings and Sunshade policy after obtaining prior approval. The policy form is located at the rear of the guidelines.

O. Any improvement to the courtyard patio area not expressly authorized herein must be approved by the Board.

IX. Parking/Vehicles

1. No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in the driveway for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting business, and commercial trucks, when in the area to perform service or repair work, are authorized exceptions.

2. All parking by residents or guests must be: (a) within the garage, (b) in a home's driveway, (c) in the common parking spaces located throughout the Community, or (d) on one of the Community's interior streets but only on the side of the street, and within a location, where explicitly permitted. Parking is prohibited on the concrete apron of a driveway. No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

3. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an owner or resident, which are parked in any common area, street, or driveway for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in a driveway or common area except for short-term emergency work (flat tire, battery charge, etc.).

4. No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owner's garage. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

X. POD Storage for Moving

A. The POD shall be placed on the Lot's driveway (not on the sidewalk or apron) in a manner using protective measures so as not to scratch or cause damage to the driveway or nearby common element and grading/sod. The POD is not permitted in the street.

B. The POD shall not be delivered until after the home's closing.

C. The owner understands and agrees the owner is responsible for securing all personal property within the POD and shall bear all risk of damage, loss, and theft of said personal property.

D. The POD shall be removed from the home's driveway no more than five (5) calendar days after its delivery.

E. The owner understands and agrees the owner will be liable for any damage caused to the home, lot, driveway, or common element as a result of the delivery, use, and transportation of the POD.

F. Prior to the delivery of the POD the original owner must receive confirmation in writing from the Community's construction superintendent (during development only) that the driveway has cured and thus can bear the weight of the POD without causing damage to the driveway. If the driveway is not cured, the POD will not be permitted until such a time when it has cured.

XI. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.

C. Guests are limited to four (4) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present. Pool passes may be required.

D. The following are prohibited in the pool area:

- Animals or pets;
- Glass or other breakable items;
- Alcohol;
- Smoking (including electronic cigarettes);

i. Persons under the influence of any intoxicant;

ii. Running, diving, or unreasonably disruptive behavior;

iii. Excessive noise, splashing, or radios without headphones;

iv. Private pool parties; and

v. All rafts and body floats.

E. Swimming is permitted only in garments sold as swim wear. Infants must also wear swim suits. No diapers are permitted in the water unless under a swim suit and designed for swimming.

F. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use. Table umbrellas must be closed and securely tied after use.

G. The pool will be open daily from dawn to dusk during the pool season as determined by the Board. The dates may vary from year-to-year.

H. Wet swim wear is not permitted in the Clubhouse lounge area.

I. The Community gas grill located near the pool is to be operated by adult residents only and cleaned and covered after each use.

J. Foreign objects are prohibited inside the pool (including towels, paper products, and beverages).

K. For safety reasons the pool area must be evacuated during electrical storms.

L. Owners are responsible for the acts and omissions of their guests, including the cost of the repair or replacement of damaged property.

M. Persons with open sores or communicable diseases are not permitted in the pool.

N. All posted notices are to be observed at all times.

O. Pets are not permitted in the swimming pool or on the pool deck.

P. The pool can be accessed by residents only via keypad installed on the gate. The pool gate code should not be shared with anyone outside of the community. If there are any issues with the pool, gate, or if you need the code, please contact the property management company.

XII. Community Center (Clubhouse)

The Community Center is for the private use of the residents. It is available for rental to residents

only for non-profit parties or meetings during hours of operation established by the Board. The following policy applies:

A. A $200.00 refundable deposit and a $50.00 rental fee are required. Reservations are granted on a first request basis. Reservations are made through the management company.

B. Children and teenage parties are prohibited.

C. The renting resident will have exclusive use of the party room only. Guests may not use the pool or the fitness center. The pool may not be reserved for any party. No party items will be furnished by the Association.

D. The renting resident is responsible for all cleanup and trash removal. Cleanup must be done (completely) the day of the party.

E. Damages to the Community Center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident or owner will be billed for the difference.

F. Smoking, including electronic cigarettes, is prohibited within the Clubhouse.

G. Proper attire (no bathing suits) shall be worn within the Clubhouse.

H. Outside noise around the Community Center shall be limited after 10:00 P.M.

I. Pets are not permitted inside the Community Center.

XIII. Fitness Center

A. The fitness center is open twenty-four (24) hours a day, seven (7) days a week.

B. No person under the age of eighteen (18) shall be permitted to use the fitness equipment.

C. Appropriate attire (no bathing suits) is required when operating the fitness equipment.

D. Headphones are required when listening to music on a personal tablet, phone, or other personal device.

E. Smoking, including electronic cigarettes, and alcohol are prohibited within the Fitness Center.

F. All posted notices are to be observed at all times.

G. The Fitness Center is to be used only by residents and their guests.

H. Pets are not permitted in the Fitness Center.

XIV. Pickleball Court

A. The pickleball court equipment is intended for the exclusive use of residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the area. The pickleball court rules are as follows:
B. All persons using the pickleball court, and equipment, do so at their own risk and sole responsibility.
C. All children under the age of eighteen (18) must be accompanied by an adult resident age eighteen (18) or older.
D. The pickleball court will be available for use daily from 8:00 AM until dusk. The use of lighting to illuminate the court is not permitted.
E. Unreasonable disruptive behavior, including excessive noise, is prohibited when using the pickleball court and equipment.
F. Guests are limited to three (3) per home, and must be accompanied by a resident at all times. Guests will be asked to leave if not accompanied by a resident.
G. Owners are responsible for the acts and omissions of their guests, including the cost of the repair or replacement of damaged property.
H. The pickleball equipment will be stored in the locked outdoor container near the court. All equipment must be promptly returned to the container after use and secured with the lock.
I. Pets are not permitted on the pickleball court.

XV. Pavilion

A. All posted notices are to be observed at all times.
B. Only an owner in good standing may reserve the Pavilion.
C. Pavilion hours of use are 8:00 AM to 10:00 PM.
D. General use and private reservations will be accepted on a first come, first served basis.
E. Generally, there is no fee for owners to reserve the Pavilion. However, a $25 non-refundable fee is required to reserve the Pavilion for private use lasting 4 hours or more.
F. Noise must be kept to an acceptable level so as not to disturb those living near the Pavilion.
G. In accordance with the Community Guidelines, parking is restricted to the nearby

public parking spaces or along one side of the street only opposite the fire hydrants.

H. All local, township, city, state, and federal alcohol policies and/or laws apply. No alcohol shall be served to anyone under the age of 21.

I. The maximum occupancy permitted in the Pavilion is per the county building codes. No more than the posted number of persons may be in the Pavilion at any given time.

J. The owner making the reservation must be in attendance at all times. The owner making the reservation is responsible for making sure the Pavilion is cleaned immediately after use. If damages or cleanup costs occur or are required, the owner's account will be assessed the cost of repair as an enforcement assessment. The Pavilion must be cleaned at the event's conclusion as follows:

    a. The area should be returned to the condition it was in at the start of the event.
    b. Trash cans must be emptied and trash bags removed by the owner and placed in their private totes for collection. There is no scheduled trash pick-up at the Pavilion.
    c. The wood burning fireplace should be extinguished after each use.
        i. The Community gas grill located in the Pavilion, if any, is to be operated by adult residents only and cleaned and covered after each use.
    d. All food and drink must be removed at the end of the event.

K. Setting up or decorating is only permitted the day of the event, not the previous day. Decorations shall **not** be fastened to the Pavilion posts, roof rafters, or any other sign or furniture/equipment in the Pavilion with metal fasteners (nails, screws, staples, tacks, pushpins), scotch tape, masking tape, or duct tape. Decorations may only be secured with rope or string and must be removed at the conclusion of the event.

L. Everyone using the Pavilion does so at their sole risk and sole responsibility. Neither Courtyards on Riverside nor the property management company are responsible for any accident, injuries or losses that might occur on Pavilion premises. Owner further hereby relieves, releases, indemnifies and holds the Association harmless from and against all claims, actions, cause of actions, liabilities or costs (including, without limitation, attorneys' fees) of whatsoever nature, kind or description, including, without limitation, for damage or injury to any property or person (including death), arising out of, related to or a consequence of

the owner's, or owner's family members' and/or guests' access and/or use of the Pavilion.

Failure to abide by all terms and conditions of this agreement including all other Association rules, regulation and guideline policies can result in enforcement assessments and/or suspension of facility privileges.

By submission of the Pavilion reservation, owners affirm they have read, understand and agree to the terms and conditions of this reservation agreement, and certify they are an owner at Courtyards on Riverside.

XVI. Additional Community Amenities

The Board shall be permitted to create, modify, and enforce additional rules, regulations, and procedures related to the use, operation, and maintenance of the Community's common amenities including, but not limited to, the Gazebo or Pavilion.

XVII. Trash and Recycling Collection

A. Trash and recycling containers shall not be set out prior to 5:00 PM the day preceding collection, and the containers must be picked up and put away by 9:00 PM the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal.

B. All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

C. Recycling and leaf pickup may or may not be offered at the Community; however, if it is available these procedures must be followed.

XVIII. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the Community; owners should report any solicitation to the Perry Township police non-emergency line at (614) 889-1231.

Due to restricted parking availability garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.

XIX. Utilities

Unless directed otherwise in writing by the Board, owners are responsible for maintenance and payment of the utilities servicing their home and for calling to initiate service on the date of

possession.

XX. Generator Guidelines

Prior to commencement of any work related to the installation of a permanent backup or standby generator (portable generators are prohibited) powered by natural gas or gasoline (via a built-in fuel tank), owner shall submit an application to, and obtain written approval from, the Board.

A. The application shall include the following:

- The generator specifications including the type, make or model, dimensions, color, standby power rating, maximum power rating, fuel type, operating sound level, sound enclosure size, and any other details subsequently requested by the Board;
- Drawings containing the proposed location of the generator, wiring diagram, and any other elements subsequently requested by the Board;
- Copies of all requisite municipal approval/permits, if applicable; and
- If owner intends to install screening and/or landscaping associated with the generator, a diagram and detailed description of said screening and/or landscaping.
- After all requested information has been received by the Board, the Board shall thereafter approve or deny the application within thirty (30) days of its receipt of all requested information.

B. Owner shall comply with the following during the installation of the generator:

- The generator and all related improvements shall be installed by a licensed electrician in accordance with the requisite municipal building code;
- Generators are permitted solely within the courtyard patio area or at the rear of the home;
- Generators shall be installed on a solid foundation such as concrete (extension of the courtyard patio concrete pad requires Board approval);
- Any gas lines providing natural gas to the generator must be buried and encased in a steel conduit.
- Owner shall be responsible for the cost to repair any damage caused to owner's home, a neighboring home, or common area during the installation of the generator;
- Generators must maintain a minimum clearance from the home and located away from windows, doors, other improvements, and standing water in accordance with the manufacturer's guidelines;
- The Board shall have the right, but not the obligation, to inspect the generator to verify compliance with these guidelines;
- Owner is prohibited from making material revisions to the generator or related improvements without prior written approval from the Board; and

- The generator shall be located as follows:

    1. The exhaust shall be aimed away from any home or structure (or planned future home or structure);
    2. The exhaust shall not be directed at any patio area or common area where people congregate; and
    3. No plants, shrubs, or other combustible materials are permitted within five (5) feet of the exhaust end of the generator, or three (3) feet of the generator's sound enclosure, to ensure proper generator cooling.

C. Owner shall maintain and operate the generator in accordance with the following:

- Owner shall maintain and operate the generator in a working and aesthetically pleasing condition (as reasonably determined by the Board) following the manufacturer's guidelines and in compliance with all federal, state, and local laws, codes, and regulations;
- Owners are prohibited from storing combustible fuels (such as gasoline or diesel) inside their home or courtyard;
- The generator's sound enclosure shall keep the generator's operating noise level to no greater than 80 dB(A);
- The generator shall be powerful enough to start and run the home's sump pump, central air conditioning, as well as the home's other appliances and electronics; and
- Owners are encouraged to program their generator's regular testing (exercise timer/cycle) on Wednesday at Noon (12:00 PM); however, in no event shall the testing be programed to run prior to 10:00 AM or after 7:00 PM.
- If the generator is not properly maintained in accordance with these guidelines or is no longer operational and owner fails to restore or repair the generator within a 30-day period after receiving notice from the Board, the generator shall be removed by owner and the surrounding area substantially restored to its condition prior to the initial installation of the generator. If owner elects to remove the generator for any reason, owner shall restore the surrounding area to its condition prior to the initial installation of the generator.

XXI. Hot Tub Guidelines

Owner shall be solely responsible for obtaining the requisite approval from the municipality and Board for any subsequent alterations or improvements to the home associated with a hot tub. During the initial home-building process, selection of an option related to a hot tub, including, but not limited to, an additional electrical outlet within the courtyard patio area, shall neither be construed as explicit nor implicit approval of the installation of a hot tub. Prior to commencement of any work related to the installation of a hot tub, owner shall submit an

application to, and obtain written approval from, the Board.

A. The **application** shall include the following:

- The hot tub specifications including the make or model, dimensions, color, and any other details subsequently requested by the Board;
- The hot tub location must be specified on the lot survey along with any drawings containing the proposed location of the hot tub, wiring diagram, and any other elements subsequently requested by the Board;
- If any components are added after the initial home construction, the owner is responsible for obtaining any building and/or electrical permits from the appropriate municipality. Copies of all requisite municipal approval/permits must be submitted with the application, if applicable;
- The owner is required to obtain and maintain insurance coverage for the hot tub while it is installed at the home; this includes, but is not limited to general liability coverage providing coverage against any claim for damage and injury resulting from the installation, maintenance, and use of the hot tub; and,
- A signed waiver acknowledging that installation of the hot tub voids any remaining limited warranty associated with any portion of the home altered during the installation or use of the hot tub.

After all requested information has been received by the Board, the Board shall thereafter approve or deny any complete application within thirty (30) days of its receipt of all requested information. Incomplete applications will be returned to the owner for resubmission.

B. Owner shall comply with the following **during** the installation of the hot tub:

- Owner shall install the hot tub and all related improvements in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations
- No exposed conduit shall be used to relocate wiring and all outlets and receptacles shall be flush mounted;
- The color of the hot tub, its cover, and its visible accessories shall be neutral earth tones that match or complement the exterior colors of the home;
- Hot tubs are permitted solely within the courtyard patio area and the hot tub placement should allow for reasonable access for maintenance

to the exterior of the home and neighboring home for repairs as needed;

- Hot tubs shall be installed on a solid foundation such as concrete or a prefabricated spa pad (extension of the courtyard patio concrete pad requires Board approval);
- Owner shall be responsible for the cost to repair any damage caused to owner's home, a neighboring home, or common area during the installation of the hot tub;
- The Board shall have the right to inspect the hot tub to verify compliance with these guidelines; and,
- After installation owner is prohibited from making material revisions to the hot tub or related improvements without prior written approval from the Board.

C. Owner shall **maintain** and operate the hot tub in accordance with the following:

- Owner shall maintain the hot tub in a working and aesthetically pleasing condition following proper sanitization procedures (chemicals, Ph levels, etc.) in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations.
- Owner shall maintain a fenced enclosure around the courtyard where the hot tub is located at all times.
- Owner shall keep the lid to the hot tub closed and locked at all times when not in use.
- Owner shall not drain the hot tub onto any lawn or common area; drainage shall be completed in accordance with the local municipality requirements;
- No pump, heater, or other mechanical equipment used in the operation of the hot tub which produces noise in excess of 80 decibels shall be permitted; and
- If the hot tub is not properly maintained in accordance with these guidelines or is no longer operational and owner fails to restore or repair the hot tub within a 30-day period after receiving notice from the Board, the hot tub shall be removed by owner and the surrounding area substantially restored to its condition prior to the initial installation of the hot tub; and
- If owner elects to remove the hot tub for any reason, owner shall restore the surrounding area to its condition prior to the initial installation of the hot tub.

XXII. Home Sales

Any owner who sells his or her home is responsible for:

A. Notifying the property manager of the change in ownership at the time a closing date is established;

B. Making certain all Association assessments are current; and

C. Providing new owner with all keys including house, courtyard gate, and mailbox; owner will be responsible for any key replacements or locksmith costs related to replacements or lock changes.

Community Management Company will provide new owners with a copy of the recorded Declaration and a current copy of these Community Policies & Guidelines.

XXIII. Violation and Enforcement Policy

Community Inspections shall be performed monthly to ensure that all owners are in compliance with the current community policies and guidelines.

A. Complaints – A case shall be opened upon the receipt of a written complaint by any owner.

- The Community Manager is authorized to open cases for violations of any rule or restriction he or she personally observes.
- The person making the complaint must be identified in the complaint and must be willing to testify at any hearing.

B. Letters

- A series of three letters shall be sent to the Owner who is responsible for compliance.
    - The first letter offers a reminder of the rule and requests compliance with no fine.
    - The second letter will include a policy reminder and request compliance so that further action may be avoided along but will include verbiage that additional letters could cause a fine if not remediated.
    - The third letter notifies the owner of the sanction the Association proposes to levy against them for the violation and fine of $25 will be billed to the owner's account.
    - The first letter is used unless the same owner has previously violated the same rule. The second letter is used on the second occurrence, and the third letter is used if there are three or more prior occurrences.
    - Each warning letter thereafter that is mailed to a owner will include an additional fine of $50.00 and/or more depending on the specific violation.

- Should owner not remediate the violation, The Courtyards on Riverside can pursue through legal action through the Association's attorney for compliance and remediation.

- Each letter invites the owner to comply, send in the appropriate application, request a variance or expectation, advise the Board of extenuating circumstances, or to request a hearing to share any other explanation or argument to the Board that they should consider before implementing any sanction.
- The case may be closed at any point if the owner complies by curing the violation, or if the Board determines that no violation occurred.

C. Sanctions

- All sanctions imposed shall be fair and reasonable, and shall be imposed in a uniform way, so as not to favor any owner or group of owners over another.
- The Board shall, in its sole and absolute discretion, establish sanctions that are fair and reasonable for any given rule violation.

XXIV. Amendments

These Community Policies and Guidelines may be subject to change periodically at the discretion and by a majority vote of the Board.

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The Courtyards on Riverside Storm Door Policy:

THE COURTYARDS ON RIVERSIDE

THE COURTYARDS ON RIVERSIDE HOA

SPECIFICATIONS FOR STORM DOORS

Below are the most common storm doors selected for installation that are available at local home improvement stores. Please note that an application for exterior alteration/modification is still required prior to installation for a storm door or any other exterior improvement. The application is available on the Towne Properties website (https://townecommunitycafe.securecafe.com/residentservices/condocafe/userlogin.aspx) or by contacting the Towne Properties Customer Service Department via email at Info@TowneProperties.com .

Per the Courtyards on Riverside Declaration of Covenants, Article V. Architectural Standards, B. Modifications: No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, etc…**Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of improvements and alterations to the Design Review Committee for its approval.**

The Community Policies and Guidelines, also states:

V. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.

Storm doors may be added at the owner's expense (i) using only the approved design and color and (ii) after obtaining approval from the Board or its designee. Specific information about approved storm doors may be obtained from the property manager and is noted below for your convenience.

Andersen 3000 Series

Self-Storing Storm Door --

Door Color: Sandstone

Hardware: Traditional – Nickel

Glass Style: Low E Energy Saving Glass



Andersen 4000 Series

Full View Storm Door

Door Color: Sandstone

Hardware: Traditional Nickel



Larson Tradewinds

Door color: Almond

Hardware: Brushed Nickel

Glass Style: Low E Energy Saving Glass



LARSON Signature Low-E Full-View Tempered Glass and Interchangeable Screen Storm Door

Door Color: Almond

Hardware: Brushed Nickel

Glass Style: Low E Energy Saving Glass



*The storm door paint color should match the trim of the home and the hardware should match the hardware on the existing door. Solid glass is preferred, but etched glass may be considered by the Board on a case by case basis.

Dated: June 01, 2023

The Courtyards on Riverside Awning and Sunshade Policy:

Following is the Board approved policy for retractable awnings and sunshades in the Courtyards on Riverside HOA:

1. ALL awnings to be installed must first receive the written approval from the Board that will be facilitated by submitting an Application for Alteration / Modification to the Community Association Manager with this signed policy form. The Community Association Manager will submit to the Board during an upcoming Board Meeting for consideration; it may take up to 30 days for the application to be processed.

2. ALL Applications must include necessary information to include but not limited to:
    a. Size
    b. Shape
    c. Height
    d. Mounting
    e. Structure
    f. Sketch showing plan and elevation in relation to the home
    g. Brand and colors of awning materials shall be solid in color and must match the trim of the home.

3. As guidance to complete the form and submittal, the following direction should be followed:
    a. Retractable Awnings and/or retractable sun shades will be used in the courtyard and/or rear porch only.
    b. They may be used or extended only during the period of May 1st – October 31st, and will be retracted when theresidence is unoccupied for more than two hours. The timeline is in place to protect from damage in inclement weather.
    c. The owner is responsible for following the manufacturer specifications for installation, regular maintenance, cleaning, care, repair and replacement of awning to ensure that the unit operates electrically, as well as with a hand crank, the wind sensor function properly and the awning fabricis in good condition. Inspections to confirm satisfactory operation and condition are to be performed by the ownereach year when the awning is first used
    d. Damage to the residence caused by the awning is the responsibility of the owner
    e. If the awning is damaged or the home is damaged from the awning, it must be repaired within a 45 – day period and restored to its original condition. If the repair time is estimated to be longer than 45 days, the owner must provide a written estimate (from the repair company/parts provider) with an explanation of what needs to be doneto get the unit operating again. Owners must request relief from the Association if the awning cannot be repaired during the 45-day period, and the owners may be granted up to an additional 45-day extension to make the necessary repairs. If the awning cannot be repaired in the time agreed upon by the board with the owner, the awning must be removed completely, and the exterior of the home repaired
    f. When the residence is to be sold, the seller agrees to disclose to the buyer that an awning was installed, and it willbecome the responsibility of the new owner and they must follow the Association's awning policies
    g. All fasteners, metals, grommets shall not be made of material that will rust
    h. The awning must be kept in original condition and maintained, or it may be requested to be removed or caused tobe removed by the Association.
    i. ALL expenses associated with the awning are the responsibility of the Resident / Owner including, but notlimited to, all installation, removal, damage, fees, permits, damage to other property should the awning create damage for any reason, etc.
    j. Installation of either the retractable awning or retractable sun shade may void the exterior warranty of the home due to the penetration required for installation.
    k. If an awning is erected in such a manner to block access to the gutter for cleaning, painting or maintenance; the Resident / Owner is responsible for any additional cost for such work. No trades on behalf of the Association will move or remove the awning for maintenance with the exception of permanent removal as stated above

I understand the Awning policy and requirements and agree to abide by them.

_____ _____ _____

Owner(s) Printed Name (s) Address Date

_____

Owners Signature(s)

Dated: June 01, 2023

The Courtyards on Riverside Irrigation Policies & Procedures:

IRRIGATION POLICIES AND PROCEDURES
COURTYARDS ON RIVERSIDE HOA

In conjunction with the terms outlined in the Community Policies and Guidelines, these Irrigation Policies and Procedures shall govern the approval, installation, operation, and maintenance of inground irrigation systems within the Community. The undersigned ("Owner") understands and agrees to these Irrigation Policies and Procedures.

1. Prior to the installation of the irrigation system, Owner must submit to the Association Board a detailed plan and diagram illustrating where the irrigation system will be installed including full specifications and locations for all components of the irrigation system including, but not limited to, sprinkler heads, drip hoses, water lines, and the backflow device ("Plan"). A signed Irrigation Policies and Procedures, including the attached Neighbor Consent Form, shall be included with the Plan submitted to the Association Board. Owner must receive written approval from the Association Board prior to initiating construction and installation of the irrigation system.

2. If the amount of water usage for owner's home is calculated via a submeter (the home does not have an individual meter), owner shall not be permitted to install a deduct meter for the irrigation system.

3. After receiving Board Approval, and prior to any construction and installation activities, owner shall obtain all requisite local municipal approvals (City, County, Township, and/or any master association, as applicable), permits, and inspections pertaining to the irrigation system and the backflow device. Owner shall also be responsible for any requisite annual inspections.

4. The irrigation system must be installed by an irrigation contractor certified by the Irrigation Association.

5. All irrigation improvements shall be located within Owner's lot or within the courtyard easement that benefits Owner's lot, as defined in the Community's Declaration of Covenants.

6. When the irrigation system operates, the disbursement of water shall be solely contained within Owner's lot and the courtyard easement area benefiting Owner's lot. No water from the irrigation system shall be disbursed onto common area or any adjacent lot including, but not limited to, onto any structures, improvements, or adjacent homes. Owner shall be responsible for indemnifying the Association and other owners within the Community for any damage caused by the irrigation system to another home, lot, or common area within the Community.

7. Due to the Community's layout, and in an effort to create a cohesive neighborly community, owner shall share the Plan with all owners with whom owner shares a property line and owner shall obtain said neighbors' consent to the Plan in the form of the neighbors' signature on the attached Neighbor Consent Form.

8. Owner shall not install the irrigation system pursuant to the Plan until after Epcon Riverside, LLC ("Epcon") provides written notice to owner that Epcon has completed the initial construction of all improvements, including the installation of sod, on all lots that share a property line with owner's lot.

9. Owner understands and agrees to the Community's owners association ("Association"), and the Association's contractors, including landscape contractor, shall not be held responsible for any damage to the irrigation system, including damage to the irrigation heads, that occurs during Epcon's initial construction of the Community and the performance of maintenance to the Community that is the obligation of the Association to perform pursuant to the Community's Declaration of Covenants. Epcon, Association, and Association's contractors do not warrant, and shall not repair damage to, the irrigation system or its components. However, the Association Board will do its best reasonable effort to notify owner prior to the performance of any maintenance services that could cause damage to the irrigation system, such as lawn aeration, so that owner can mark the irrigation lines and take other necessary precautions to prevent damage to the irrigation system. Owner is solely responsible for any damage caused to the irrigation system, including its components, as a result of aeration, maintenance, and other services performed to the Community that are the obligation of the Association to perform pursuant to the Community's Declaration of Covenants regardless of whether owner received prior notice from the Association of said aeration, maintenance, and other services.

10. Owner shall initiate communication with the Community's Property Manager to learn the lawn maintenance schedule to ensure the irrigation system does not operate 24 hours prior to mowing to prevent mowing ruts due to saturated turf. Notwithstanding the foregoing, owner shall be solely responsible for the repair costs associated with any damage caused by (i) owner's failure to comply with this paragraph, (ii) a change in the lawn maintenance schedule, (iii) or any miscommunication (or lack of communication) related to the lawn maintenance schedule.

11. Owner is solely responsible for opening, maintaining, and winterizing (during the months November through March) the irrigation system including any required annual backflow testing.
12. If the irrigation system is no longer actively operated for a period of thirty (30) consecutive days during the months of April through September, Owner shall properly disconnect the irrigation system to prevent potential future leaks.

13. Upon the sale of Owner's home, Owner shall provide a copy of these Irrigation Policies and Procedures to the buyer.

14. The undersigned understands and agrees to these Irrigation Policies and Procedures and shall diligently abide by its terms.

Owner(s):

_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	

The Courtyards on Riverside Irrigation Policies & Procedures:

IRRIGATION POLICIES AND PROCEDURES - NEIGHBOR CONSENT FORM
COURTYARDS ON RIVERSIDE HOA

The undersigned offers his or her signature solely for the purpose of documenting that _____ (the "Owner" whom shares a property line with the undersigned's home) has notified the undersigned of (i) Owner's intention to install an irrigation system within Owner's lot servicing Owner's lot and (ii) the requirement for Owner to install, maintain, and operate said irrigation system in accordance with the terms outlined in the Community's Irrigation Policies and Procedures.

_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)
_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)
_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)
_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)

The Courtyards on Riverside Hot Tub Policies & Procedures:

Owner shall be solely responsible for obtaining the requisite approval from the municipality and Board for any subsequent alterations or improvements to the home associated with a hot tub. During the initial home-building process, selection of an option related to a hot tub, including, but not limited to, an additional electrical outlet within the courtyard patio area, shall neither be construed as explicit nor implicit approval of the installation of a hot tub. Prior to commencement of any work related to the installation of a hot tub, owner shall submit an application to, and obtain written approval from, the Board.

The **application** shall include the following:

1. The hot tub specifications including the make or model, dimensions, color, and any other details subsequently requested by the Board;
2. The hot tub location must be specified on the lot survey along with any drawings containing the proposed location of the hot tub, wiring diagram, and any other elements subsequently requested by the Board;
3. If any components are added after the initial home construction, the owner is responsible for obtaining any building and/or electrical permits from the appropriate municipality. Copies of all requisite municipal approval/permits must be submitted with the application, if applicable;
4. The owner is required to obtain and maintain insurance coverage for the hot tub while it is installed at the home; this includes, but is not limited to general liability coverage providing coverage against any claim for damage and injury resulting from the installation, maintenance, and use of the hot tub; and,
5. A signed waiver acknowledging that installation of the hot tub voids any remaining limited warranty associated with any portion of the home altered during the installation or use of the hot tub.

After all requested information has been received by the Board, the Board shall thereafter approve or deny any complete application within thirty (30) days of its receipt of all requested information. Incomplete applications will be returned to the owner for resubmission.

Owner shall comply with the following **during** the installation of the hot tub:

1. Owner shall install the hot tub and all related improvements in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations;
2. No exposed conduit shall be used to relocate wiring and all outlets and receptacles shall be flush mounted;
3. The color of the hot tub, its cover, and its visible accessories shall be neutral earth tones that match or complement the exterior colors of the home;
4. Hot tubs are permitted solely within the courtyard patio area and the hot tub placement should allow for reasonable access for maintenance to the exterior of the home and neighboring home for repairs as needed;

5. Hot tubs shall be installed on a solid foundation such as concrete or a prefabricated spa pad (extension of the courtyard patio concrete pad requires Board approval);
6. Owner shall be responsible for the cost to repair any damage caused to owner's home, a neighboring home, or common area during the installation of the hot tub;
7. The Board shall have the right to inspect the hot tub to verify compliance with these guidelines;
8. After installation owner is prohibited from making material revisions to the hot tub or related improvements without prior written approval from the Board.
9. Owner shall maintain and operate the hot tub in accordance with the following:
10. Owner shall maintain the hot tub in a working and aesthetically pleasing condition following proper sanitization procedures (chemicals, Ph levels, etc.) in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations.
11. Owner shall maintain a fenced enclosure around the courtyard where the hot tub is located at all times.
12. Owner shall keep the lid to the hot tub closed and locked at all times when not in use.
13. Owner shall not drain the hot tub onto any lawn or common area; drainage shall be completed in accordance with the local municipality requirements;
14. No pump, heater, or other mechanical equipment used in the operation of the hot tub which produces noise in excess of eighty (80) decibels shall be permitted; and
15. If the hot tub is not properly maintained in accordance with these guidelines or is no longer operational and owner fails to restore or repair the hot tub within a 30-day period after receiving notice from the Board, the hot tub shall be removed by owner and the surrounding area substantially restored to its condition prior to the initial installation of the hot tub; and,
16. If owner elects to remove the hot tub for any reason, owner shall restore the surrounding area to its condition prior to the initial installation of the hot tub.

I understand the hot tub policy and requirements and agree to abide by them.

_____	_____	_____
Owner(s) Printed Name (s)	Address	Date

_____

Owners Signature(s)